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INTERSTATE COMMERCE COMMISSION

December 27, 1988

Recordation No. 6867

DEC 27 1988 3-54 PM  
6867-B  
RECORDATION NO.

\$13.00 filing fee

Dear Ms. McGee:

On behalf of United States Trust Company of New York, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two enclosed executed counterparts of a secondary document, not previously recorded, entitled Release and Bill of Sale, effective as of June 30, 1988. The aforesaid document relates to that certain Conditional Sale Agreement, dated as of January 10, 1973, recorded with the Interstate Commerce Commission under Recordation No. 6867 on January 22, 1973 and should be filed under the next available letter designation under Recordation No. 6867 which we believe will be -B.

This is  
6867-B

The executing Releasor is:

United States Trust Company of  
New York, Individually  
and as Agent-Assignee  
45 Wall Street  
New York, New York 10005

DEC 27 3 43 PM '88  
NOTICE OF FILING  
100-111-101

The parties in whose favor the Release is made are:

TXL Astra Corporation VI  
Three Embarcadero Center  
Suite 2280  
San Francisco, California 94111

Missouri Pacific Railroad Company  
c/o Union Pacific Railroad Company  
1416 Dodge Street  
Omaha, Nebraska 68179

No. 8-362A062  
Date DEC 27 1988  
Fee \$ 13.00  
ICC Washington, D.C.

The said Release and Bill of Sale acts to fully and completely release the said Conditional Sale Agreement.

any 11/14/88

The equipment covered by the document is all the equipment covered by the Conditional Sale Agreement, as amended and supplemented.

A short summary of the document to appear in the ICC Index is as follows:

"Full and complete release."

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,

*Philip M. Kinkaid*

Philip M. Kinkaid  
Representative in fact for the  
sole purpose of this filing for  
United States Trust Company of  
New York

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures

BY HAND

a:trancsa1.ltr

Exhibit A

Thirty-seven (37) 2000-horsepower EMD Model GP-38-2 locomotives, identified by the following Missouri Pacific Railroad Company numbers:

MP2074	MP2093
MP2075	MP2094
MP2076	MP2095
MP2077	MP2096
MP2078	MP2097
MP2079	MP2098
MP2080	MP2099
MP2081	MP2100
MP2082	MP2101
MP2083	MP2102
MP2084	MP2103
MP2085	MP2104
MP2086	MP2105
MP2087	MP2106
MP2088	MP2107
MP2089	MP2108
MP2090	MP2109
MP2091	MP2110
MP2092	

DEC 27 1988 3-5 J V

RELEASE AND BILL OF SALE

REGISTRATION NO. 6867-A

This Release and Bill of Sale (this "Release"), dated effective as of June 30, 1988, is executed by UNITED STATES TRUST COMPANY OF NEW YORK, INDIVIDUALLY AND AS AGENT-ASSIGNEE (the "Agent-Assignee"), in favor of TXL ASTRA CORPORATION VI, a California corporation ("TXL ASTRA"), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee").

WHEREAS, General Motors Corporation (Electro-Motive Division) (the "Vendor"), The First National Leasing Company (the "Vendee") and the Lessee entered into that certain Conditional Sale Agreement, dated as of January 10, 1973 (the "CSA"), which was recorded with the Interstate Commerce Commission (the "ICC") on January 22, 1973 under Recordation No. 6867, covering the thirty-seven GP-38-2 locomotives described on Exhibit A hereto (the "Locomotives");

WHEREAS, pursuant to that certain Agreement and Assignment, dated as of January 10, 1973, which was recorded with the ICC on January 22, 1973 under Recordation No. 6867-A, the Vendor assigned its rights in the Locomotives and the CSA to the Agent-Assignee;

WHEREAS, pursuant to a Bill of Sale, dated January 29, 1985, the Vendee sold the Locomotives to TXL ASTRA; and, pursuant to an Assumption of Conditional Sale Indebtedness, dated January 29, 1985, the Vendee assigned to TXL ASTRA its interest in the CSA, and TXL ASTRA assumed certain obligations and liabilities under the CSA; and

WHEREAS, TXL ASTRA has made all of the payments required to be made by it under the CSA, and has kept and performed all of its agreements and obligations therein contained;

NOW, THEREFORE, pursuant to the provisions of Article 5 of the CSA:

1. The Agent-Assignee hereby fully, absolutely, irrevocably and unconditionally (a) releases, discharges and acquits TXL ASTRA from all of its covenants, obligations, requirements, responsibilities, promises, duties and liabilities ("Obligations") under the CSA, (b) releases, discharges and acquits the Lessee from all of its Obligations

as Guarantor under the CSA, and (c) releases the CSA and any liens, security interests, guaranties and equities created, existing or arising in connection therewith.

2. The Agent-Assignee hereby acknowledges that, pursuant to Article 5 of the CSA, absolute right to the possession of, title to and property in the Locomotives passed to and vested in TXL ASTRA at such time as TXL ASTRA paid the full indebtedness in respect of the purchase price under the CSA, together with interest and all other payments as therein provided, and performed all of TXL ASTRA's Obligations under the CSA. To evidence, acknowledge, confirm and ratify such transfer of title, the Agent-Assignee does hereby SELL, BARGAIN, TRANSFER and CONVEY to TXL ASTRA the Locomotives, and the absolute right to the possession thereof, title thereto (including full legal, equitable, beneficial and security title thereto) and property therein; TO HAVE AND TO HOLD the same unto TXL ASTRA, its successors and assigns, forever.

3. The Agent-Assignee hereby represents and warrants to TXL ASTRA that it has not previously transferred, assigned, granted, conveyed, pledged, mortgaged or encumbered the Locomotives.

4. THE AGENT-ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, VALUE, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE LOCOMOTIVES. THE AGENT-ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE MERCHANTABILITY OR FITNESS OF THE LOCOMOTIVES FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LOCOMOTIVES WHATSOEVER, EXCEPT AS IS EXPRESSLY SET FORTH IN THIS RELEASE.

5. This Release shall (a) bind the Agent-Assignee, its successors and assigns; (b) inure to the benefit of TXL ASTRA, its successors and assigns (including, without limitation, any lender to whom TXL ASTRA may assign or pledge its interests herein); and (c) inure to the benefit of the Lessee, its successors and assigns, with respect to the release of the Obligations of the Lessee as Guarantor under the CSA.

IN WITNESS WHEREOF, this Release has been executed on

December 22, 1988, but it is to be effective for all purposes as of June 30, 1988.

UNITED STATES TRUST COMPANY OF  
NEW YORK, INDIVIDUALLY AND AS  
AGENT-ASSIGNEE

By: *LOUIS YOUNG*  
Name: LOUIS YOUNG  
Title: Assistant Vice President

STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK § ss:

On this 22<sup>nd</sup> day of December, 1988, before me personally appeared LOUIS YOUNG, to me personally known, ~~who~~ being by me duly sworn, says that he is the Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation, acting individually and in its capacity as Agent-Assignee.

*Gerard F. Facendola*  
Signature of Notary Public

My Commission expires \_\_\_\_\_

a:release.doc

GERARD F. FACENDOLA  
NOTARY PUBLIC, State of New York  
No. 31-4860798  
Certified in New York County  
Commission Expires July 14, 1988

Exhibit A

Thirty-seven (37) 2000-horsepower EMD Model GP-38-2 locomotives, identified by the following Missouri Pacific Railroad Company numbers:

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MP2076	MP2095
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MP2087	MP2106
MP2088	MP2107
MP2089	MP2108
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MP2091	MP2110
MP2092	